



**CITY OF CORONA**

**ON-CALL EMERGENCY TRAFFIC SIGNAL REPAIR AND GENERAL  
MAINTENANCE SERVICES REQUEST FOR PROPOSALS (RFP) No.19-022AO  
ADDENDUM No. 2**

**Administrative Services Department  
400 S. Vicentia Ave., Ste. 320  
Corona CA 92882**

**Contact: Andy Ortiz  
[andy.ortiz@coronaca.gov](mailto:andy.ortiz@coronaca.gov)  
PH: (951) 279-3567**

**2/14/2019**

Addendum No. 2 to (RFP) No.19-022AO issued to modify the dates of the RFP.

All provisions to this Addendum No. 1 are hereby incorporated by reference into the subject (RFP) No.19-022AO. Proposers shall account for all provisions pursuant to this Addendum No. 2 in submitting their proposals. Each proposer shall acknowledge receipt of this Addendum in the space provided herein.

**City Modification No. 2:**

**The Performance Bond and Payment (Labor and Materials) Bond Requirements. Located in Item: O Section III Pg. 5 of 10 is hereby deleted in its entirety and replaced with the following:**

3. Payment (Labor and Materials) Bond Requirements. Each individual call-out under this Agreement is a separate project for purposes of the City's bidding and purchasing requirements, including, but not limited to, its bond requirements provided for in Civil Code Section 9550(a), which mandates that the City require a payment bond for certain public work projects involving an expenditure in excess of \$25,000. The successful Contractor shall provide a 100% payment bond for all individual call-out projects for which a project work order has been issued by the City in excess of \$25,000. The payment bond shall be completed with the payment bond form provided by the City. Whenever a bond is required by the City for an individual call-out project, the Contractor will be able to include the costs of the bonds for that individual call-out. The surety supplying the bond must be an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, authorized to do business as such in the State of California and satisfactory to the City. The Payment (Labor and Materials) Bond shall be for one hundred percent (100%) of the total individual call-out project price.

Section VI pg. 7 of 20 Insurance Requirement Check Sheet

The following two (2) insurance requirements have been deleted in its entirety:

Professional Liability - \$1M occurrence - \$2M aggregate
Technology Professional E&O Insurance - \$2M occurrence or \$2M aggregate

## QUESTIONS AND ANSWERS

**1. QUESTION** – “Can the City please clarify if the renewal is an annual renewal for up to (5) Five additional years, or (1) One renewal of 5 years?”

**ANSWER** – The City at our discretion may renew the contract for 1-year terms/increments but only for a total of 5 years.

**2. QUESTION** -- (Indemnification) – “Would the City consider modifying the duty to defend obligation to reflect the changes indicated below...”

**ANSWER** – No, The City cannot modify sections on the agreement. The city represents residents and businesses and must protect their best interests.

**3. QUESTION** -- “It is the City’s preference that all proposals be electronically submitted via email to [andy.ortiz@coronaca.gov](mailto:andy.ortiz@coronaca.gov) . But on page 3 of Section III RFP Instructions: Under “3. Identification of Proposals Contractor shall submit a proposal package consisting of:

\*\*\* THE NUMBER OF COPIES CAN VARY \*\*\*

- a. One (1) signed original and 4 copies of its proposal, and
- b. One (1) CD with PDF copy.

My question on this item is do you want this proposal sent electronically via your email, or do you want 5 hard copies and 1 PDF on a CD?”

**ANSWER** – We would like the proposal electronically submitted via email. No paper or physical copies are necessary. Your proposal must be received by the due date and time as stated on the bid.

**4. QUESTION** – “On page 2 of Section II Scope of Work and Exhibit C:  
A Payment Bond will be required for individual call out transactions valued over \$25,000.00.

My question here is if a call out that looks to be valued at \$25,000.00 or more we as the contractor cannot respond to the call out without issuing a Payment Bond for this callout and who is going to be monitoring if a callout could exceed this value where it will be needed?”

**ANSWER** – When responding to a call out. With your expertise and experience, if you perceive the job will be over 25k, immediately contact the City Representative. This will allow the City to proceed in drafting a payment bond and notice of aware letter for your surety.

**5. QUESTION** – “On page 5 of Section III RFP Instructions and Exhibit C: Under 3. Performance Bond and Payment (Labor and Materials) Bond Requirements

I have 2 questions on this

a. The RFP stated that the RFP has the Performance and Payment Bonds are supplied with the RFP but I do not see any, are they needed?

**ANSWER** – A Sample Payment Bond has been provided below, which would be issued for any call out over 25k. A performance bond would never be required under this RFP and awarding contract. Please see the above modifications and deletions made to the RFP.

b. As there are only Hourly Rates for Labor and Equipment associated with this RFP and no Total Cost is there a need for these items as requested within 10 days from date of the Notice of Award, as well as these Bonds shall be for 100% of the Total Proposal Price where there is not a Total Price associated with this RFP?

**ANSWER** -- Please see the above modifications and deletions made to the RFP. Those sections have been removed and or replaced in its entirety.

**6. QUESTION** – I am requesting clarification on the insurance requirements for RFP 19-022AO. The requirements call out in Section VI to provide coverage for Professional Liability and Technology Professional E&O Insurance, however in Section VII, 3.2.10.2 (sample agreement), these are not stated under minimum requirements. I reached out to my insurance agent to get a quote on these additional insurances and the cost to add these is considerably high and have not been required in previous projects with the City of Corona of the same scope. My agent is questioning why these types of insurances are necessary for the scope of work since as they are not typical and are generally associated with design not construction. Can you please verify that that Professional Liability and Technology Professional E&O Insurance are required for this project?”

**ANSWER** -- Those sections have been removed and replaced in its entirety.

Should you have any additional questions or concerns, I can be reached at (951) 279-3567

Thank you,  
Andy Ortiz  
Purchasing Specialist IV

## **CITY OF CORONA**

### **PAYMENT BOND (LABOR AND MATERIALS)**

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Corona (hereinafter designated as the “City”), by action taken or a resolution passed December 6, 2018 has awarded to XXXXXXXXXXXX a California corporation hereinafter designated as the “Principal,” a contract for the work described as follows: City of Corona Day Care Facility-Water Damage (the “Project”); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated XXXXXXXX, (hereinafter referred to as “Contract Documents”), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract Documents; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor, the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and \_\_\_\_\_ as Surety, are held and firmly bound unto the City in the penal sum of XXXXXXXXXXXX lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract Documents, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the City in such suit, including reasonable attorneys’ fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so

as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the Contract Documents, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Notwithstanding any other provision of this bond, it is expressly understood, acknowledged and agreed that it shall provide all of the protections required by California Civil Code Sections 9550 through 9566, including the specific coverage protections required by Section 9554.

Construction Services. Since the Contract Documents involve “as-needed” or “on-call” services, each individual call-out or project work order under the Contract Documents is a separate project for purposes of the City’s bidding and purchasing requirements. In addition, the term of such Contract Documents are based upon the expiration of a date certain and not upon the completion of the Project or any individual project work order. Thus, the Contractor may wish to change sureties or its bond during the term of the Contract Documents, including at the natural expiration of the initial term or any renewal term. Therefore, regardless of any term or timeframe limitation specified above, the obligations of this bond shall include any and all work authorized in accordance with the Contract Documents during any such period this bond was in place, regardless of when the initial term or any renewal term of the Contract Documents expires or is terminated, and regardless of when the Project or any individual project work order is completed. Nothing herein shall be construed to otherwise limit the guarantees and rights of this obligation, including those which may extend beyond when the initial term or any renewal term of the Contract Documents expires or is terminated, or beyond when the Project or any individual project work order is completed. Furthermore, the execution of separate and/or additional bond(s) during the initial term or any renewal term shall not extinguish, exonerate, or terminate the guarantees and obligations as set forth in this bond. Finally, when describing in the preceding paragraph the stipulation and agreement that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract (including the Contract Documents), any changes or alterations to the Contract Documents shall also include an increase in the compensation for a project work order.

**[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK  
SIGNATURES ON FOLLOWING PAGE]**

**SIGNATURE PAGE FOR  
CITY OF CORONA  
PAYMENT BOND**

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed unoriginal thereof, have been duly executed by the Principal and Surety above named, on the (insert date) the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

**CONTRACTOR/PRINCIPAL**

(Corporate Seal of Contractor/  
Principal, if a Corporation)

XXXXXXXXXXXXXXXXXXXXXXXXXXXX  
Name of Contractor/Principal (Type or Print)

By: \_\_\_\_\_  
Name (Signature)

\_\_\_\_\_  
Name (Type or Print)

\_\_\_\_\_  
Title (Type or Print)

**SURETY**

(Seal of Surety)

\_\_\_\_\_  
Name of Surety (Type or Print)

By: \_\_\_\_\_  
Attorney-In-Fact

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_  
(insert name and title of the officer)

personally appeared \_\_\_\_\_,  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_ (Seal)